

**FILED**  
CLERK, U.S. DISTRICT COURT

July 28, 2015

CENTRAL DISTRICT OF CALIFORNIA

BY: \_\_\_\_\_ PMC \_\_\_\_\_ DEPUTY

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8 TAP MANUFACTURING, LLC

**JS-6**

9  
10 **IN THE UNITED STATES DISTRICT COURT**  
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
12

13 TAP MANUFACTURING, LLC, a  
14 Delaware limited liability company,

15  
16 Plaintiff,

17 v.

18  
19 LORI SIGNS, an individual,  
20 HEATHER KEZNETZOFF, an  
individual, and DOES 1-10, inclusive,

21  
22 Defendants,

23 LORI SIGNS, an individual,

24 Counter-Complainant,

25 v.

26 TAP MANUFACTURING, LLC;

27  
28 Counter-Defendant.

CASE NO.: 2:15-cv-00797-SVW(PJWx)

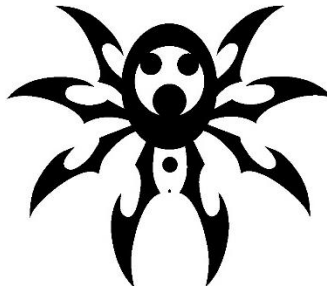
~~PROPOSED~~ **STIPULATED  
PERMANENT INJUNCTION  
AND ORDER OF DISMISSAL**

Hon. Stephen V. Wilson

1 It is hereby stipulated by and among Plaintiff and Counter-Defendant TAP  
2 Manufacturing, LLC (“TAP Manufacturing”) and Defendant and Counter-  
3 Complainant Lori Signs (“Defendant Signs”) and Defendant Heather Keznetzoff  
4 (collectively referred to herein as “Defendants”) that the following Permanent  
5 Injunction (“Injunction”) and Order of Dismissal be entered by the Court, premised  
6 upon the following:

7 1. The Court has jurisdiction over the parties and the subject matter at issue  
8 in this action and will retain said personal and subject matter jurisdiction for the  
9 purposes of enforcing this injunction;

10 2. The term “PSC Marks” refers to the Poison Spyder word mark  
11 “POISON SPYDER CUSTOMS” and Poison Spyder design mark depicted below,  
12 as well as any marks confusingly similar thereto:



18 3. The PSC Marks are valid and distinctive, and are owned by TAP  
19 Manufacturing;

20 4. TAP Manufacturing filed the herein lawsuit against Defendants  
21 pursuant to 15 U.S.C. §§ 1114 & 1125(a), California common law, and Cal. Bus. and  
22 Prof. Code § 17200 alleging that Defendants were engaging in the unauthorized  
23 offering for sale and sale of merchandise and apparel bearing either one or both of  
24 the PSC Marks as well as using the PSC Marks in such a way that caused consumer  
25 confusion as to the source of Defendants’ apparel and other merchandise;

26 5. At present, Defendant Signs is the owner of three custom vehicles  
27 known as “Rockstar”, “Wildthing” and “Showgirl”, respectively (collectively, the  
28

1 “Signs Bruisers”); True and accurate photographs of the Signs Bruisers are attached  
2 hereto as Exhibit A;

3 6. Defendant Signs is also the owner of a trailer that has the PSC Marks  
4 emblazoned on its sides (the “Trailer”). A true and accurate photograph of the Trailer  
5 is attached hereto as Exhibit B.

6 7. Entry of a permanent injunction will achieve the purpose of the Lanham  
7 Act and California state and common law.

8 Based upon the stipulation of the Parties and finding good cause therefor, the  
9 Court hereby **ORDERS**:

10 8. Defendants along with their agents, servants, employees,  
11 representatives, successors and assigns, and all those persons or entities acting in  
12 concert or participation with them, shall be and hereby are PERMANENTLY  
13 ENJOINED and RESTRAINED from:

14 9. Using either or both of the PSC Marks, or any other logo or trademark  
15 that is confusingly similar to the PSC Marks including but not limited to Poison  
16 Spyder, PSC, Spyder, Poison Spyder Customs Rockstar, Poison Spyder Customs  
17 Wild Thing, or any derivation thereof, for any purpose in commerce;

18 10. Engaging in any course of conduct with respect to either or both of the  
19 PSC Marks that is likely to mislead the public into believing that Defendants are  
20 affiliated with or otherwise connected to TAP Manufacturing, including but not  
21 limited to the following:

22 a. Engaging in any course of conduct with respect to either or both  
23 of the PSC Marks that is likely to mislead the public into believing that the products  
24 marketed and/or offered for sale by Defendants are licensed, sponsored, authorized,  
25 or otherwise approved by TAP Manufacturing;

26 b. Selling any apparel bearing either one or both of the PSC Marks  
27 except as expressly and specifically provided for under section 14 to this injunction;  
28

1 c. Selling any merchandise from a trailer or storefront bearing the  
2 PSC Marks except as expressly and specifically provided for under section 14 to this  
3 injunction; or

4 d. Engaging in any other activity constituting infringement of either  
5 or both of the PSC Marks.

6 **IT IS FURTHER ORDERED THAT:**

7 11. Within sixty (60) days of the date of this Order, Defendants shall either  
8 destroy all apparel in their possession, custody or control containing either or both of  
9 the PSC Marks, OR remove OR permanently cover the PSC Marks on said apparel,  
10 as appropriate;

11 12. Within one hundred and eighty (180) days of the date of this Order,  
12 Defendants shall cause the PSC Marks to be removed from the Trailer or shall  
13 permanently cover the PSC Marks, as appropriate; and

14 13. Within one hundred and ninety (190) days of the date of this Order,  
15 Defendants shall provide to counsel for TAP Manufacturing herein a sworn  
16 verification that the items set forth in paragraphs 11 and 12 above have been satisfied.

17 **EXCEPTION FROM ORDER:**

18 14. Defendants are permitted under this Injunction to display the Signs  
19 Bruisers with the PSC Marks that are presently on them, as depicted in the  
20 photographs attached hereto as Exhibit A. Defendants are further permitted to market  
21 and sell apparel with images of the Signs Bruisers with the PSC Marks that are  
22 presently on them. Defendants may not, however, add additional PSC Marks to the  
23 Signs Bruisers.

24 **ADDITIONAL TERMS:**

25 15. **Future Claims Unaffected.** Nothing in this Stipulated Permanent  
26 Injunction and Order of Dismissal precludes TAP Manufacturing from asserting any  
27 claims or rights that arise solely after entry of this Stipulated Permanent Injunction  
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1 and Order of Dismissal or that are based upon any breach of, or the inaccuracy of,  
2 any representation or warranty made by Defendants in this Stipulated Permanent  
3 Injunction and Order of Dismissal or the settlement agreement reached by the Parties.  
4 Upon proof of any violations by Defendants of the provisions of this Permanent  
5 Injunction, the Court shall be authorized to award damages and other relief therefor,  
6 including any damages that TAP Manufacturing had previously released pursuant to  
7 the terms of the Settlement Agreement and Release between TAP Manufacturing and  
8 Defendants.

9 16. **Non-Appealability.** This Stipulated Permanent Injunction and Order  
10 of Dismissal is final and may not be appealed by either party.

11 17. **Fed. R. Civ. P. 65.** This Stipulated Permanent Injunction applies to and  
12 binds all parties who are in active concert or participation with Defendants as  
13 provided in Fed. R. Civ. P. 65(d). Defendants waive any objection under Fed. R.  
14 Civ. P. 65.

15 18. **Survival.** This Stipulated Permanent Injunction and Order of Dismissal  
16 shall bind Defendants and their agents, servants, employees, representatives,  
17 successors and assigns, and all those persons or entities acting in concert or  
18 participation with them.

19 19. **Waiver of Appeal.** TAP Manufacturing and Defendants waive any  
20 right to appeal the entry of this Stipulated Permanent Injunction.

21 20. **Consent.** Defendants affirm that their respective consent to this  
22 Stipulation is given freely and voluntarily, and after having had the opportunity to  
23 seek legal counsel.

24 21. **Dismissal.** TAP Manufacturing's claims against Defendants, and Lori  
25 Signs's counterclaims against TAP Manufacturing are hereby dismissed with  
26 prejudice and without costs to either Party, except the Court shall retain jurisdiction  
27  
28

1 to enforce this Stipulated Permanent Injunction and Order of Dismissal and the  
2 settlement agreement between the parties.

3 22. **Attorney's Fees.** In the event that TAP Manufacturing is forced to bring  
4 any action to enforce a material term or condition of this Stipulation, then TAP  
5 Manufacturing shall be entitled to have and recover from Defendants, severally and  
6 not jointly, any and all costs and expenses, including attorneys' fees, incurred in such  
7 action.

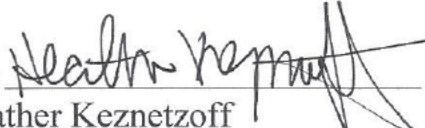
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9 STIPULATED TO this the 24th day of July 2015:

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11  
12 By:   
13 Lori Signs  
14 15848 Braod Oaks Road  
15 El Cajon, CA 92021  
16 Telephone: (619) 277-7316  
17 Email: lasigns@aol.com

18 Defendant Lori Signs, Pro Se

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MANUFACTURING, LLC

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24 Telephone: (619) 277-7316  
25 Email: skunkdog11@aol.com

26 Defendant Heather Keznetzoff, Pro Se

**IT IS SO ORDERED.**

**DATED:** July 28, 2015

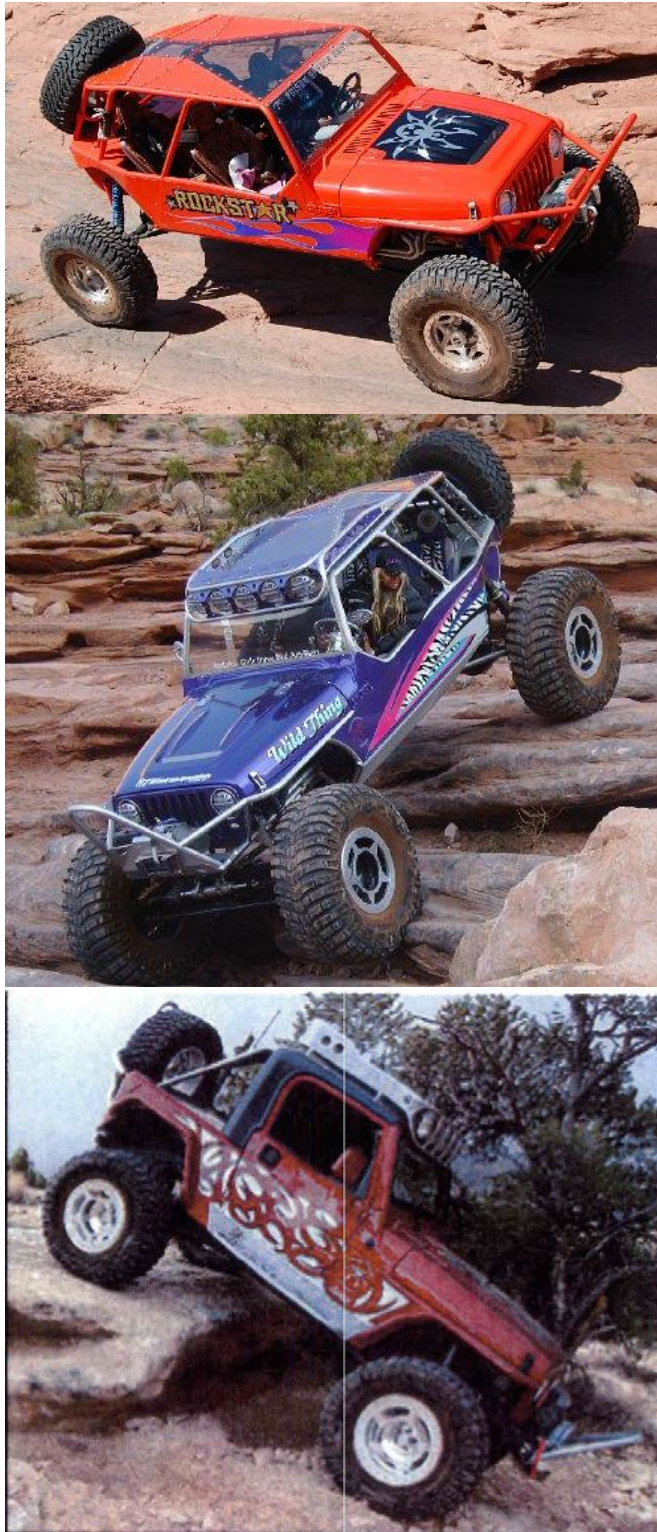
  
**STEPHEN V. WILSON**  
**UNITED STATES DISTRICT JUDGE**

# EXHIBIT A

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## EXHIBIT B

